

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

**THIS INDENTURE** made this 5<sup>th</sup> day of September, 2013, between Owner(s) Town of Clarkson, having an office at 3710 Lake Road, P.O. Box 858, Clarkson, New York, 14430 (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233.

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 8264 Ridge Road in the Town of Clarkson, County of Monroe and State of New York, known and designated on the tax map of the County Clerk of Monroe as tax map parcel numbers: Section 054.14 Block 1 Lot 21, being the same as that property conveyed to Grantor by deed dated February 12, 2008 and recorded in the Monroe County Clerk's Office on April 1, 2008 in Book 10598 of Deeds at page 0077. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.697 +/- acres, and is hereinafter more fully described in the Land Title Survey dated August 19, 2013 prepared by Lu Engineers, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of State Assistance Contract Number: C303810, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Monroe County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

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(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.**

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall annually, or such time as NYSDEC may allow, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no

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privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: E828143  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

**IN WITNESS WHEREOF,** Grantor has caused this instrument to be signed in its name.

Town of Clarkson:

By: Paul M Kimball

Print Name: Paul M. Kimball

Title: Town Supervisor Date: 6/25/13

## Grantor's Acknowledgment

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF                     )

On the 25<sup>th</sup> day of June, in the year 20 13, before me, the undersigned, personally appeared Paul M. Kimball, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (~~are~~) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/~~their~~ capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public - State of New York

KRISTIN P. COON  
Notary Public, State of New York  
Monroe County, #01CO6201679  
My Commission Expires Mar. 2, 2017

**THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK**, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By:

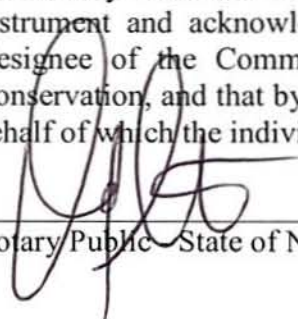


Robert W. Schick, Director  
Division of Environmental Remediation

**Grantee's Acknowledgment**

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF ALBANY     )

On the 5<sup>th</sup> day of September, in the year 2013, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public - State of New York

David J. Chiusano  
Notary Public, State of New York  
No. 01CH5032146  
Qualified in Schenectady County  
Commission Expires August 22, 2014



**SCHEDULE "A"**  
**ENVIRONMENTAL EASEMENT**  
**PROPERTY DESCRIPTION**

**METES AND BOUNDS DESCRIPTION**  
**TOWN OF CLARKSON, MONROE COUNTY**

ALL THAT TRACT OR PARCEL OF PROPERTY SITUATE IN PART OF TOWN LOT 19, SECTION 5, TOWNSHIP 4, TOWN OF CLARKSON, COUNTY OF MONROE, STATE OF NEW YORK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY HIGHWAY BOUNDS OF LITTLE RIDGE ROAD, STATE HIGHWAY 257, ALSO KNOWN AS NEW YORK STATE ROUTE 104, WHERE IT INTERSECTS THE DIVISION LINE BETWEEN THE PROPERTY OF N/F RANDALL L. DANGLER & DONNA J. DANGLER ON THE WEST AND THE PROPERTY OF THE TOWN OF CLARKSON ON THE EAST AND HAVING COORDINATES OF N 1,178,276.932 AND E 1,324,289.749; THENCE

1) NORTH 22°59'28" EAST ALONG THE LAST MENTIONED DIVISION LINE A DISTANCE OF 322.47 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OF N/F JEAN M. EVANS & GALE PATRICK EVANS ON THE NORTH AND THE PROPERTY OF N/F TOWN OF CLARKSON ON THE SOUTH; THENCE

2) SOUTH 69°55'23" EAST ALONG THE LAST MENTIONED DIVISION LINE A DISTANCE OF 86.14 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OF N/F RONALD A. BEARDSLEE & CHERYL M. BEARDSLEE ON THE EAST AND THE PROPERTY OF N/F TOWN OF CLARKSON ON THE WEST; THENCE

3) SOUTH 25°30'41" WEST ALONG THE LAST MENTIONED DIVISION LINE A DISTANCE OF 223.50 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OF N/F RONALD A. BEARDSLEE & CHERYL M. BEARDSLEE ON THE NORTH AND THE PROPERTY OF N/F TOWN OF CLARKSON ON THE SOUTH; THENCE

4) SOUTH 68°43'58" EAST A DISTANCE ALONG THE LAST MENTIONED DIVISION LINE A DISTANCE OF 50.17 FEET TO A POINT ON THE DIVISION LINE BETWEEN THE PROPERTY OF N/F RONALD A. BEARDSLEE & CHERYL M. BEARDSLEE ON THE EAST AND THE PROPERTY OF N/F TOWN OF CLARKSON ON THE WEST; THENCE

5) SOUTH 14°57'22" WEST ALONG THE LAST MENTIONED DIVISION LINE A DISTANCE OF 85.25 FEET TO A POINT ON THE NORTHERLY HIGHWAY BOUNDS OF LITTLE RIDGE ROAD, STATE HIGHWAY 257, ALSO KNOWN AS NEW YORK STATE ROUTE 104; THENCE

6) NORTH 75°30'32" WEST ALONG THE LAST MENTIONED HIGHWAY BOUNDS A DISTANCE OF 139.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 30,366.85± SQUARE FEET OR 0.697± ACRES OF LAND MORE OR LESS.

TAX ACCOUNT NUMBER 054.14-1-21

DEC SITE NUMBER: E828143



LEGEND:

	APPROXIMATE RIGHT-OF-WAY
	PROPERTY LINE
	CENTERLINE SWALE
	EXISTING STORM SEWER
	EXISTING OVERHEAD ELECTRIC
	EXISTING ADJOINING PROPERTY LINES
	EXISTING DECIDUOUS TREE
	EXISTING UTILITY POLE
	MON. WELL
	RIM ELEV. 730.00'
	EXISTING WATER SERVICE
	EXISTING WATER VALVE
	EXISTING IRON PIN FOUND
	MAP AND MEASURE

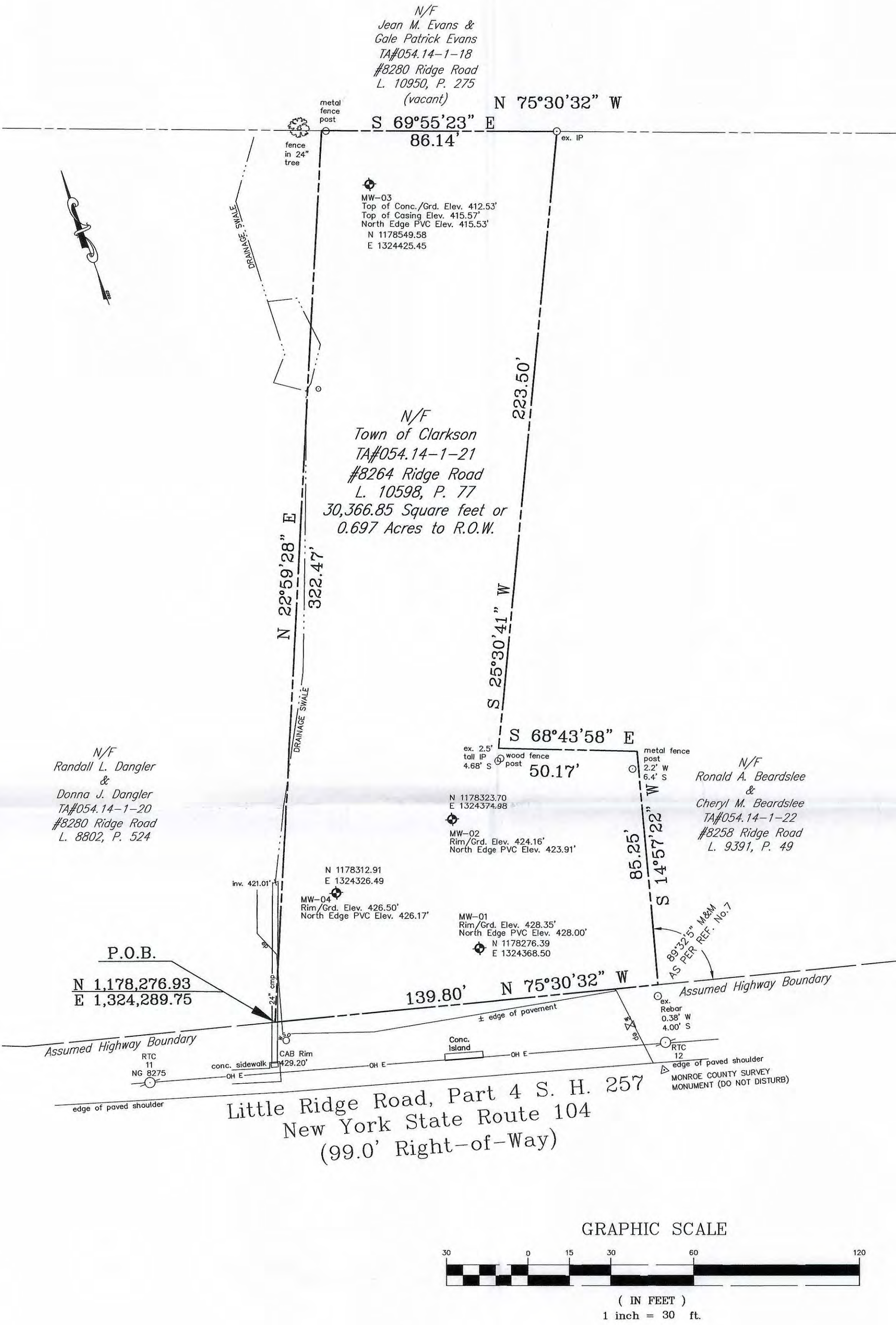
ENVIRONMENTAL EASEMENT AREA ACCESS

THE DEC OR THEIR AGENT MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS/EGRESS ACCESS POINT

Survey Notes & References:

- Horizontal Datum is NAD 1983.
- Coordinates were supplied by NYSDOT R4 survey office.
- Vertical Datum is NAVD 1988 also supplied by NYSDOT R4 survey office.
- Bearings shown hereon are grid.
- Distances shown hereon are ground.
- Deeds Liber 9679, Page 636 recorded 09-20-02; Liber 10598, Page 77 recorded 04-01-08; Liber 10426, Page 313 recorded 02-27-07; Liber 5993, Page 342 recorded 06-23-81; Liber 8562, Page 587 recorded 12-28-94; Liber 8802, Page 524 recorded 10-31-96; Liber 8468, Page 447 recorded 04-28-94; Liber 7020, Page 145 dated 10-01-86; Liber 9391, Page 49 recorded 11-22-00; Liber 10950, Page 275 recorded 12-10-10.
- Survey map entitled "Instrument Location Map showing 8258 Ridge Road West", by Schultz Associates.
- Deeds listed with the mortgages in the mortgage index. Liber 15137, Page 470 recorded 11-22-00; Liber 14954, Page 74 recorded 6-30-00; Liber 19285, Page 108 recorded 11-09-04.
- New York State Department of Transportation Aquisition Map No. 27, Parcels 27 & 29 & Map No. 23, Parcel 29.
- Survey map entitled "Instrument Survey" by Lu Engineers dated 4-07-09.
- The last two recorded deeds for this parcel do not have a metes and bounds description.
- There does not appear to be any restricted use zones or wetland areas delineated on this site at this time.

1. Copyright 1998, Lu Engineers All rights reserved. 2. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209, sub-section 2, of the New York State Education Law. 3. Only copies from the original of this survey marked with an original of the land surveyor's embossed seal shall be considered valid true copies. 4. Certifications indicated hereon signify that this survey was prepared in accordance with the existing Code of Practice for Land Surveys adopted by the New York State Association of Professional Land Surveyors, Inc. Said certification shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon, and to the assignees of the lending institution. Certifications are not transferable to additional institutions or subsequent owners. 5. The location of underground improvements or encroachments, if any exist or are shown hereon, are not certified. 6. This map may not be used in connection with a "Survey Affidavit" or similar document, statement or mechanism to obtain title insurance for any subsequent or future grantee. 7. FIDUCIARY: New York State Education Law Section 7209 states that all plans, specifications, and reports prepared by such land surveyors of by a full time or part time subordinate under his/her supervision shall be stamped with such seal and shall also be signed on the original with the personal signature of the land surveyor when filed with public officials.



THIS SURVEY IS SUBJECT TO THE FOLLOWING STATEMENT:  
"THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NEW YORK, 12233 OR AT derweb@gw.dec.state.ny.us"

PARCEL DESCRIPTION:

ALSO "ENVIRONMENTAL EASEMENT DESCRIPTION" FOR DEC SITE #E828143  
ALL THAT TRACT OR PARCEL OF PROPERTY SITUATE IN PART OF TOWN LOT 19, SECTION 5, TOWNSHIP 4, TOWN OF CLARKSON, COUNTY OF MONROE, STATE OF NEW YORK AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE INTERSECTION OF THE NORTHERLY HIGHWAY BOUNDS OF LITTLE RIDGE ROAD, STATE HIGHWAY 257, ALSO KNOWN AS NEW YORK STATE ROUTE 104, AND THE EASTERLY BOUNDS OF LANDS NOW OR FORMERLY BELONGING TO RANDALL L. & DONNA J. Dangler AS RECORDED IN LIBER 8802 OF DEEDS AT PAGE 524, SAID POINT HAVING A COORDINATES OF [N 1,178,276.93 AND E 1,324,289.75] IN THE NEW YORK STATE PLANE, WEST ZONE, NAD 1983; THENCE  
1) NORTH 22°59'28" EAST ALONG SAID EASTERLY BOUNDS A DISTANCE OF 322.47 FEET TO A POINT ALONG THE SOUTHERLY BOUNDS OF LANDS NOW OR FORMERLY BELONGING TO JEAN M. & GALE PATRICK EVANS AS RECORDED IN LIBER 10950 OF DEEDS AT PAGE 275; THENCE  
2) SOUTH 69°55'23" EAST ALONG SAID SOUTHERLY BOUNDS A DISTANCE OF 86.14 FEET TO AN IRON PIPE FOUND AT THE NORTHWEST CORNER OF LANDS NOW OR FORMERLY BELONGING TO RONALD A. & CHERYL M. BEARDSLEE; THENCE  
3) SOUTH 25°30'41" WEST ALONG SAID WESTERLY BOUNDS OF BEARDSLEE A DISTANCE OF 223.50 FEET; THENCE THE FOLLOWING TWO COURSES ALONG A SAID LANDS OF BEARDSLEE  
4) SOUTH 68°43'58" EAST A DISTANCE OF 50.17 FEET TO A POINT; THENCE  
5) SOUTH 14°57'22" WEST A DISTANCE OF 85.25 FEET TO A POINT ALONG THE NORTHERLY HIGHWAY BOUNDS OF AFORESAID LITTLE RIDGE ROAD; THENCE  
6) NORTH 75°30'32" WEST ALONG THE SAID HIGHWAY BOUNDS A DISTANCE OF 139.80 FEET TO THE POINT OF BEGINNING.  
CONTAINING 30,366.85± SQUARE FEET OR 0.697± ACRE OF LAND MORE OR LESS.

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the New York Environmental Conservation Law.

THE ENGINEERING AND INSTITUTIONAL CONTROLS for the Easement are set forth in more detail in the Site Management Plan ("SMP"). A copy of the SMP must be obtained by any party with an interest in the property. The SMP may be obtained from the New York Department of Environmental Conservation, Division of Environmental Remediation, Site Control Section, 625 Broadway, Albany, NY 12233 or at derweb@gw.dec.state.ny.us.

ENVIRONMENTAL/INSTITUTIONAL CONTROLS

- All Engineering Controls-must be operated and maintained as specified in the Site Management Plan (SMP)
- All Engineering Controls on the Controlled Property must be inspected at a frequency and in a manner defined in the SMP.
- Groundwater monitoring and other environmental or public health monitoring must be performed as defined in the SMP.
- The use of Groundwater underlying the property is prohibited without treatment rendering it safe for intended use.
- The potential for vapor intrusion must be evaluated for any buildings developed on the Site; and any potential impacts that are identified must be monitored or mitigated.
- Vegetable gardens and farming on the property are prohibited.
- Land Use-The use and development of the site is limited to Commercial and Industrial uses only as defined in 6 NYCRR Part 375-1.8(g)(2)(i), (iii) & (iv).

CERTIFICATION:

WE, JOSEPH C. LU ENGINEERS AND LAND SURVEYING, P.C. CERTIFY THAT THIS SURVEY MAP WAS PREPARED ON MAY 02, 2011 FROM NOTES OF A SURVEY COMPLETED ON APRIL 07, 2009.

- CERTIFIED TO:
- PEOPLE OF THE STATE OF NEW YORK ACTING THROUGH ITS COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
  - TITLE COMPANY

Daniel James MacDonald, N.Y.S., P.L.S. 050613



3/1/12  
DATE



DATE	REVISIONS	BY
03/14/13	EDITED PER NYSDOT COMMENTS	JLM
04/27/11	UPDATES TO MEET DEC SURVEY REQUIREMENTS	CJR
09/21/09	ADDED MONITORING WELLS	CJR
07/03/09	REMOVED BUILDINGS	CJR

DRAWING ALTERATION

Note: It is a violation of law for any person, unless they are acting under the direction of a licensed professional engineer, architect, landscape architect or land surveyor to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering engineer, architect, landscape architect or land surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the alteration.

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_



175 Sullys Trail, Suite 202  
Pittsford, New York 14534  
(585) 385-7417  
Fax: (585) 385-3741  
luengineers.com

PROJECT:  
FORMER GAS STATION  
ERP SITE #E828143  
SITUATE IN THE TOWN OF CLARKSON, COUNTY OF MONROE, STATE OF NEW YORK

CLIENT:  
TOWN OF CLARKSON  
3710 LAKE ROAD  
P.O. BOX 858  
CLARKSON, NY 14430

DRAWING TITLE:  
FIGURE #1  
SHOWING BOUNDARY  
& ENVIRONMENTAL  
EASEMENT

DESIGNED BY:	SCALE: 1"=30'
DRAWN BY: CJR	DATE: 05-03-11
CHECKED BY: LNJ	PROJECT NO: 40503
SHEET 1 OF 1	DRAWING No. SU-1